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result reached is perfectly just. There seems to be no reason, aside from possibly an historical one, why one should not be liable for the reasonable results of one's promises as well as for the reasonable results of one's acts.

HIGHWAYS—DEDICATION—PRESCRIPTION.—The defendant landowner and a ferry owner entered into a contract whereby the defendant promised the latter to permit the public to use a strip of his land for travel to the ferry and the ferry owner promised to give the defendant free passage on the ferry. The contract was fulfilled for more than the statutory period for the acquisition by the public of a highway when the defendant and the ferry owner became involved in a controversy concerning compliance with the terms and the landowner set up obstructions in the road. Thereupon he was indicted for nuisance. *Held,* two judges dissenting, conviction affirmed. *McCracken* v. *State* (Ark. 1921) 227 S. W. 8.

The public cannot acquire a highway by prescription, for only a natural or artificial person is capable of being a grantee,—a necessary concomitant of the acquisition of any rights by prescription, which involves the theory of the lost grant. It has therefore been suggested that what the courts mean is that long continued adverse user raises a conclusive presumption of an intention to dedicate. (1905) 5 COLUMBIA LAW REV. 608. Furthermore, there is nothing unusual in holding that a transaction between two private persons may be evidence that one of them intends to dedicate a strip of land to the public as a street; and, if such dedication be accepted by the public, its rights of passage and repassage are complete. *Board of Commrs.* v. *Freehold, etc. Co.* (1907) 74 N. J. L. 480, 65 Atl. 1035. The conclusion in the instant case may likewise be sustained by construing the defendant's promise as equivalent to a promise to dedicate, which of course would involve an intention so to do. User by the public would complete dedication. The defendant contended that the members of the public were mere licensees and that the license was properly withdrawn upon failure of consideration. But as the court points out, to prevent the public from acquiring a highway, the defendant should have maintained his control over the way by some overt act which would indicate the use to have been merely a permissive one.

INJUNCTIONS—INTERFERENCE WITH CONTRACTUAL RELATIONS.—The E. Co. contracted to purchase certain gear blanks exclusively from the plaintiff. In June, 1919, the defendant, without knowledge of the prior contract, entered into a contract with the E. Co. to furnish similar gear blanks. In October, 1919, the defendant learned of the contract between the plaintiff and the E. Co. Nevertheless the defendant continued to make deliveries under contracts made prior to October, 1919, and to make further contracts. *Semble,* after acquiring knowledge of the plaintiff's contract with the E. Co., the defendant was under a duty to cease doing business with the E. Co. *Westinghouse Electric & Mfg. Co.* v. *Diamond S. F. Co.* (D. C., Del. 1920) 268 Fed. 121.

One who intentionally and unjustifiably induces another to break his contract with a third person is liable in tort. *Schonwald* v. *Ragains* (1912) 32 Okla. 223, 122 Pac. 203; *Wheeler-Stenzel Co.* v. *American Window Glass Co.* (1909) 202 Mass. 471, 89 N. E. 28. And it is clear that no liability should attach where the defendant had no knowledge of the plaintiff's contract. In the instant case, therefore, it was no tort for the defendant to enter into his original contracts with the E. Co. The case is analogous to one in which A agrees to sell land to B and then agrees to sell it to C. If C is innocent, his conduct is not actionable. But if he subsequently acquires knowledge of B's rights or had knowledge of them from the beginning, he may be enjoined from taking a deed. So it would seem that in the case under discussion the court was right in enjoining the defendant not only from performing contracts made after